

FROM DICKSON HINTO U.S.

11.15.1998 14111

NO. 1 P. 3

DRAFT/RLB.2/IXC124
15.11.90

CONFIDENTIAL DISCLOSURE/COLLABORATION
 AGREEMENT

Between

THE SCOTTISH NATIONAL BLOOD TRANSFUSION
 SERVICE, a division of the Common
 Services Agency, a statutory body acting
 on behalf of the Secretary of State for
 Scotland of Trinity Park House, Edinburgh
 (hereinafter called "SNBS") OF THE FIRST
PART;

and

CENTRE REGIONAL DE TRANSFUSION SANGUINE
 DE LILLE, 19,21, Rue Camille-Caërin -
 Boîte Postale 2013 - 59012 Lille Cedex
 (hereinafter called "CRTSL") OF THE
SECOND PART

WHEREAS:

- (a) The parties have committed themselves to mutual co-operation in support of the maintenance and development of high quality and not for profit plasma fractionation in Europe.
- (b) The parties have agreed in principle to collaborate on specific research and development projects.
- (c) SNBS and CRTSL now wish to set out the terms upon which they are prepared to provide to each other certain highly confidential research, technology and business information in relation to the Projects (as hereinafter defined).

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:-

1. Definitions and Interpretation

- (a) In this agreement unless the context otherwise requires the following expressions shall have the following meanings:-

"the CRISL Process"

means the very high purity solvent

that is treated EVIII VIII SO del

developed by CRISL

↓
 ? in full - Factor VIII

2.

"the CRISL Know-How"

means all existing¹⁴⁶ know-how relating to the CRISL process;

XX

"the Know-How"

means all know-how, experience, drawings, designs, diagrams and all other technical information (whether in legible form or stored computer retrieval systems) relating to the Processes;

"the Processes"

means the SNBFS Processes and the CRISL Process;

"the SNBFS Processes"

means either or both of the following processes:-

(i) SNBFS Haemoglobin Solution Developments;

(ii) SNBFS S3 Development;

"the SNBFS Know-How"

2.00.4

means all existing Know-How relating to, [derived from or developed in connection] with the SNBFS Processes;

"the Supplier"

means the party supplying the Know-How in terms of this Agreement.

"the User"

means the party receiving the supply of know-how in terms of this Agreement;

(b) References to the singular include references to the plural and vice versa.

(c) Any headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof.

Commencement

This Agreement shall commence on the first date of execution by the parties hereto ("the date of commencement") and shall subsist unless and until terminated in accordance with clause 9 below.

3.

3. The Supply of Know-how

- (a) SNBFS and CRISL hereby agree upon request to supply to each other the Know-how for use solely by each of them for the purposes of research, development and production.
- (b) Each of the parties hereby warrants to the other that it has the unrestricted right to use and to supply in terms of this Agreement the SNBFS Know-how and the CRISL Know-how respectively and that such Know-how is not the subject of litigation of any kind or any dispute to which the Supplier is a party. *? and the user*
- (c) Each party shall indemnify the other party against all losses, costs, claims, expenses and liabilities which may be suffered or *New* incurred by the other party as a result of or arising out of any breach of the warranty contained in Clause 3(b) above.

4. Intellectual Property Rights

The parties agree that the SNBFS Know-how and the CRISL Know-how vests in SNBFS and CRISL respectively and nothing in this Agreement shall be deemed to imply any assignation of such rights or the granting of a licence in favour of the User other than as provided in Clause 3 (a).

5. Improvements

- (a) Each party shall, during the continuance of this Agreement forthwith inform the other of all improvements, modifications, enhancements or adaptations to the Processes and the Know-how (hereinafter called "the Improvements").
- (b) Any such Improvements shall be the joint property of the parties hereto and may be utilised by them on the terms and conditions contained herein.

6. Prohibition of Disclosure

- (a) The User shall not sell, licence or otherwise impart or dispose of any or all of either the SNBFS Know-how or the CRISL Know-how as the case may be to any third party without having first obtained the prior consent in writing of the Supplier to such disposal.

4.

- (b) Neither SNBTS nor CRTSL will enter into negotiations with any third party in relation to the development and/or production of any Improvements without the prior written consent of the other. If such consent is given SNBTS and CRTSL agree to negotiate the terms of and to enter into an agreement with such third party regulating the terms of the supply of the Improvement in question to the third party.
- (c) SNBTS and CRTSL further agree that any such agreement entered into by SNBTS or CRTSL and a third party may contain provisions requiring the third party to pay to SNBTS or CRTSL as the case may be a sum in consideration of the supply by SNBTS or CRTSL of the Improvement provided always that in the event of any such consideration being payable, an equitable proportion shall be payable to both SNBTS and CRTSL.

7. Confidentiality

- (a) The User agrees to maintain secret and confidential all Know-How obtained both pursuant to this agreement and prior to and in contemplation of it and all other information that it may acquire in the course of this Agreement from the Supplier (including information relating to Improvements); to use the same exclusively for the purposes of this Agreement, and to disclose the same only to those of their employees to whom and to the extent that such disclosure is reasonably necessary for the purpose of this Agreement.
- (b) SNBTS and CRTSL shall procure that all their respective employees who have access to any information to which the obligations of sub-clause (a) apply, shall be sub-ware of and subject to their obligations and shall further procure that so far as is reasonably practicable all of such employees shall upon the request of SNBTS or CRTSL enter into written undertakings to this end in a form agreed between the parties.

5.

(c) The restrictions set out in Clauses 7 (a) and (b) above shall not apply to:-

- (i) information which at the time of disclosure, is in the public domain;
- (ii) information which after disclosure becomes part of the public domain by publication or otherwise, except by reason of a breach of this Agreement by either party;
- (iii) information in either party's possession which can be shown not to have been acquired directly or indirectly, from the other party;
- (iv) information which either party acquires from a third party; provided however that such information was not obtained by any such third party directly or indirectly from either SNBTS or CRTSL.

8. Indemnity

that about clinical trial certificate etc. - per 10

- (a) SNBTS shall maintain full insurance cover in respect of liabilities to clients, personnel of SNBTS and/or any third party and shall indemnify and keep indemnified CRTSL against any claims, actions, costs, demands and expenses occurring in respect of SNBTS's use of the CRTSL Know-how.
- (b) CRTSL shall maintain full insurance cover in respect of liabilities to clients, personnel of CRTSL and/or any third party and shall indemnify and keep indemnified SNBTS against any claims, actions, costs, demands and expenses occurring in respect of CRTSL's use of the SNBTS Know-how.

9. Termination

- (a) Either party may terminate this Agreement by giving $\frac{1}{12}$ months written notice to the other party of its intention to terminate.
- (b) Each party shall upon termination of this Agreement return to the other party all know-how delivered to each other party.

how many?

6.

Agreement.10. Miscellaneous

- (a) During the subsistence of this Agreement the parties will collaborate on clinical trials in connection with the Processes.
- (b) The parties agree to supply to each other in addition to the Know-How upon request all documentation generated or used by either party in connection with the Processes.

11. Assignment

The parties hereto shall not be entitled to assign the benefit of this Agreement or any part of it to any person or company.

12. General

Nothing in this Agreement shall constitute or shall be deemed to constitute a partnership between SNBS and CRTSL and neither of them shall be authorised to act on behalf of the other nor to bind the other in any way.

13. Costs

The parties hereto shall bear their own respective expenses.

14. Governing law

This Agreement shall be governed by and construed in all respects in accordance with the law of England and the parties hereto irrevocably

EDDY JACKSON HINCH N.S.

11.15.1998 14:15

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7.

submit to the non-exclusive jurisdiction of the English Courts: IN
WITNESS WHEREOF these present, signed on this and the preceding 6
pages are executed as follows:-

I hereby subscribed
for and on behalf of
Scottish National Blood Transfusion Service
by

at on the day of
1998 before these witnesses:-

.....Witness	Witness
.....Name	Name
.....Address	Address
.....	
.....Occupation	Occupation

I hereby subscribed
for and on behalf of
Centre regional de Transfusion
de Lille
by

at on the day of
1998 before these witnesses:-

.....Witness	Witness
.....Name	Name
.....Address	Address
.....	
.....Occupation	Occupation